

PS-ALI SERVICE AGREEMENT

State:	Washington	Agreement #:	2008-46772
Customer Name:	[REDACTED]	Main Billing Tel. No:	[REDACTED]
Address:	[REDACTED]		

This PS-ALI Service Agreement (the "Agreement") is entered by and between Customer and Verizon Service Organization Inc. on behalf of those of its affiliated operating telephone companies who will provide services under this Agreement as identified in the Exhibit(s) hereto ("Verizon"). Customer understands and agrees that this PS-ALI service can only be provided by Verizon if Verizon is the E-911 database provider for E-911 agencies that serve the Customer locations covered by this Agreement or when Verizon is not the E-911 data base provider for the E-911 agencies serving Customer's locations, that Verizon is Customer's dial-tone service provider for Customer's locations covered by this Agreement. Customer shall be responsible for determining that it meets these requirements and by executing this Agreement, confirms that Customer has so verified. In the event, after execution of this Agreement, the parties determine Customer does not satisfy the requirements identified herein for each of the locations under the Agreement, Verizon shall have no obligation to provide PS-ALI service to the locations which do not meet the requirement.

1. Scope

This Agreement sets forth the terms under which Verizon will provide Private Switch/Automatic Location Identification (PS/ALI) services (the "Services"). Services shall be provided in accordance with this Agreement, as further described in the Exhibit(s) to this Agreement and if applicable, in Verizon's tariffs, and will be subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof.

2. Regulatory Matters

In the event a legislature, regulatory agency, court or other entity (by promulgation of a law, regulation, rule, order or otherwise) materially and adversely changes the rights, obligations or risks of Verizon hereunder, then Verizon in its discretion may terminate this Agreement in whole or in part by providing written notice to Customer. The rates for the Services must at all times meet the minimum rates permitted under any applicable law, regulation or order. In the event Verizon determines that an adjustment to the rates provided hereunder is necessary to meet the minimum rate requirements, then the parties will enter into good faith discussions regarding modifications to the rates in an effort to satisfy the minimum rate requirements. Any modifications to the rates hereunder shall apply prospectively and will be reflected in an amendment to the Agreement. If the parties fail to enter into a mutually agreeable amendment, then Verizon may terminate this Agreement by providing written notice to Customer. When tariff rates are referenced, they shall mean prevailing tariff rates without any discounts, promotional offerings, or other reductions. Verizon will file this Agreement with the applicable regulatory authorities, if such a filing is required by law.

3. Service Period

Customer applies for and will accept from Verizon the Services for the Service Period stated in Exhibit B. If Customer changes or cancels this Agreement prior to the in-service date, Customer will pay to Verizon all costs associated with contract and service preparation up to the date of cancellation. The date of cancellation shall be the date Verizon receives written notification from Customer.

4. Charges

Customer will pay the rates set forth in the Exhibit(s) hereto and any applicable tariffs (which, if applicable, are incorporated herein), and will pay all applicable taxes and / or surcharges.

5. Assignment

Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

6. Confidentiality and Publicity

Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Neither party shall publish or use any advertising, sales, promotions, press releases or other publicity material that describe this Agreement without the prior written

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approval of the other party. Each party agrees that it will not without the prior written consent of the other party in each instance, use the other party's name, trademark, service mark, or logo in any of its advertising, publicity or marketing materials.

7. Location(s)

The Services will be provided for use by Customer at the Locations of Service section of Exhibit B. The rates and other terms of this Agreement shall apply only to these locations.

Customers may add additional locations or numbers within the state jurisdiction(s) identified in this Agreement provided Verizon is the E-911 database provider for E-911 agencies serving such additional locations or in instances where Verizon is not the E-911 data base provider for the E-911 agencies serving Customer's locations, then Verizon is Customer's dial tone service provider for such additional locations. Customer shall be responsible for determining that such additional locations meet these requirements and shall verify to Verizon that such additional locations meet the requirements. Customer may add or remove telephone numbers and locations by providing a letter of notification to the Verizon E-911 System Administration at dbmc-ca-fl-request@verizon.com. Notification must include all information in the "Locations of Service Table" set forth in this Agreement. There are no additional charges to add numbers or locations provided the locations are within the state(s) identified in this Agreement; the terms and conditions of this Agreement shall apply to such added locations and/or numbers.

8. Choice of Law

This Agreement will be construed and enforced in accordance with the laws of the jurisdiction in which the affected Services are provided.

9. Notices

Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon Contract Repository, Attn: Susan Mianich, 3608 Queen Palm Drive, Tampa, FL 33619, with a copy to BPC Director, 19845 US 31 N, MC: INAAA9L, Westfield, IN 46074, with copies to:

Legal Department
Verizon Services Group
112 Lakeview Canyon Road, CA501LB
Thousand Oaks, CA 91362

Notices shall be deemed effective five (5) business days after such mailing.

10. Contingency

Verizon shall not be liable for Service failures caused by fires, floods, unusually severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond its reasonable control.

11. Additional Terms and Conditions

(a) Payment. The applicable Verizon telephone company will invoice Customer when Service provisioning has been completed and the Service is available for Customer's use. Payments will be due net thirty (30) days from the date of the invoice, unless a different date appears on the invoice. Payments received after the due date may be subject to a late payment charge. The charges identified in Exhibit B do not include applicable taxes, surcharges, and other amounts due under law, which Customer agrees to pay in addition to the identified charges.

(b) Limited Warranty. VERIZON WARRANTS THE SERVICES WILL FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH OFFICIAL SERVICE DESCRIPTIONS. IF THE SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, A CONDITION EXCUSED UNDER THE SECTION TITLED "CONTINGENCY" (ABOVE), OR DUE TO SCHEDULED MAINTENANCE, VERIZON'S SOLE OBLIGATION IS TO REPAIR THE SERVICES AT ITS EXPENSE. THIS LIMITED WARRANTY IS VERIZON'S EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. VERIZON HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

(c) Limitation of Liability. VERIZON WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF VERIZON HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

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DAMAGES. VERIZON'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES ARISING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO CUSTOMER'S PROVEN DIRECT DAMAGES OR ONE THOUSAND DOLLARS (\$1,000) WHICHEVER IS LESS. VERIZON MAY FROM TIME TO TIME PROVIDE TRAINING, ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES IN THIS AGREEMENT AND WHILE VERIZON SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY APPLIES TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

(d) Indemnification. Customer shall indemnify, defend and hold harmless Verizon, its officers, employees and designated representatives from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of any claims relating to Customer's information or lack of information, Customer adds, changes and/or deletes from the E-911 database.

(e) Title. Verizon and / or its suppliers, own all rights, title, and interest in equipment, software, and facilities used by Verizon to provide Services.

(f) Tariffs. In states where the Service is not currently subject to a filed tariff, if during the Service Period a governmental body properly requires the Services to be provided under tariff, Verizon may terminate the Services under this Agreement or cause the preparation and filing of an appropriate tariff in accordance with law. If Verizon elects to file a tariff, the tariff will supersede this Agreement prospectively when the tariff becomes effective under law.

12. Entire Agreement

This Agreement supersedes all prior agreements between Verizon and Customer for the Services provided hereunder. This Agreement (including the Exhibit(s) and Attachment(s) hereto and any tariffs or guides incorporated by reference) constitutes the entire agreement between Customer and Verizon and shall supersede all prior oral or written quotations, communications, understandings or agreements on the subject matter hereof. Each party represents that its execution of this Agreement is based solely on its independent assessment of the rights and obligations expressly set forth herein and not of any other oral or written quotations, communications, understandings or agreements. Except as provided herein, this Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

IN WITNESS WHEREOF, duly authorized representatives of each party have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

(Customer)

By: _____

Name: _____

Title: _____

REDACTED

VERIZON SERVICE ORGANIZATION INC., on behalf of the Verizon company(ies) identified in the Exhibits and Addenda hereto

By: _____

Name: _____

Suleiman Hessami
Title: VP Pricing/Contract Management

2/2/09

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EXHIBIT A

DESCRIPTION OF SERVICE, ROLES AND RESPONSIBILITIES PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI) SERVICE

1. **Description of Service.** Private Switch/Automatic Location Identification Service (PS/ALI) is an Enhanced 911 ("E-911") service that allows a Private Switch (PS) located on a customer's premises, or a Centrex leased by Customer, to send automatic station location information (ANI) information to the E-911 database for individual user stations for the purpose of providing specific site or number location information on an E-911 call to the appropriate Public Safety Answering Point (PSAP). PS/ALI provides Customer with access to the Verizon E-911 database so that it may develop and maintain its own E-911 database records. A Fault Resistant/Data Base Management System (FR/DBMS) Private Switch Interface is used to enter Telephone Number information into the database. Customers must meet all technical specifications and regulations for 911 service as published by 911 Governmental Agencies and Verizon. Where required, specialized Customer Premises Equipment (CPE) network interfaces must be provided by Customer.
2. **Roles and Responsibilities - Customer**
- A. Customer will provide all information requested by Verizon to provide the Service, including a Customer specific National Emergency Number Association (NENA) Company ID.
 - B. Customer is responsible for establishing a location responsible for administration of Customer and end user records ("Administration Site").
 - C. At the Administration Site, Customer will provide a computer equipped with an internet connection which will be used to create and transmit end user information to the Verizon E-911 database.
 - D. Customer shall verify that Verizon is the E-911 database provider for the E-911 agencies serving the locations identified below, or that Verizon is Customer's dial-tone service provider for locations and telephone numbers identified below.
 - E. Customer is responsible for notification to the local 911 entity that Customer is a PS-ALI subscriber.
 - F. Customer will gain access to the Verizon E-911 database only by using the security procedures provided by Verizon.
 - G. If using a PBX, the PBX must use Direct Inward Dial (DID) numbers.
 - H. If using a PBX, Customer is responsible for coordinating with its PBX vendor to configure its PBX to send station-level ANI for 911 calls.
 - I. Customer is responsible for the operation of any hardware and software customers may obtain from third-party vendors to build and maintain a location database for each DID behind the PBX.
 - J. Customer is responsible for implementation and ongoing administration of all data management associated with the Service and providing advanced written notice to Verizon of any changes in Customer's Local Service Provider.
 - K. Customer is responsible for maintaining the accuracy of the data by updating the database with changes and new information.
 - L. Customer is responsible for any testing required to verify that the station-level telephone number and address displayed at the PSAP are correct.
 - M. Customer will provide all current telephone number and address data, as well as changes and new information, in a timely manner, in accordance with Verizon's specified format and procedures.
 - N. Customer will notify Verizon of all errors, defects and malfunctions of which it becomes aware.
 - O. If Customer's Local Service Provider at the locations covered by this Agreement is a provider other than Verizon, then Customer understands and agrees that it shall notify the applicable Local Service Provider, obtain its concurrence to "unlock" all necessary ANI numbers, and make any other necessary or appropriate arrangements with that Local Service Provider to enable Verizon to provide the Services requested under this Agreement. Upon Customer's request, Verizon will provide Customer with a form of letter to use in order to satisfy the requirement of this paragraph.
3. **Roles and Responsibilities - Verizon**
- A. Verizon will provide Customer with a Login ID, file naming conventions and instructions to download the digital certificate.
 - B. Verizon will review the PS-ALI database management process and the PS-ALI guide with Customer via conference call.
 - C. If Verizon becomes aware of any errors in the records provided by Customer, Verizon will return such records to Customer for resolution. The Service does not include, and Verizon does not undertake, extraordinary tasks of inspection or constant monitoring to discover errors, defects or malfunctions in Customer's data management system/process. Verizon shall in no way be responsible for any deficiency of the Services hereunder caused by an error, defect, limitation, or other condition of Customer-provided communications equipment.

4. General

- A. The facilities and systems Verizon uses to provide PS/ALI Service will be exclusively of Verizon's choosing. Verizon may at any time substitute facilities or systems used to provide the Service, or it may substitute comparable service for the Service being provided to Customer.
- B. Verizon reserves the right to perform maintenance at any time, at its discretion, when it believes such maintenance is necessary to maintain the Service.
- C. Customer and Verizon agree to comply with all applicable Federal, State, and local laws, regulations, and codes in performance of this Agreement.
- D. The Service is offered solely as an aid in providing station specific location detail on the 911 Automatic Location Identification record in the 911 database for the telephone numbers listed in this Agreement and does not create any relationship or obligation, direct or indirect, express or implied, to any person or legal entity other than with Customer, as described in this Agreement. Verizon's provision of PS/ALI Service shall not be interpreted, construed, or regarded, as creating an obligation by Verizon to any third person or legal entity other than with Customer.
- E. Verizon shall not be held accountable for emergency service(s) response to a request for emergency service in connection with fire, police and any other emergency services based on display of the 911 ALI record at a Public Safety Answering Point.

EXHIBIT B
PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI) SERVICE

Verizon company name: Verizon Northwest Inc. (referred to in this Exhibit as "Verizon")
State: Washington
Customer name: [REDACTED]
ICB Case No.: 2008-467742

Customer must sign and date this Agreement on or before June 14, 2009 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.

APPLICABLE RATES, CHARGES, LOCATIONS

1. **Services and Quantity Commitments.** Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate.

<u>Quantity</u>	<u>Service Item</u>	<u>Non-recurring Charge / Unit</u>
1	PS/ALI Database access set-up and access management	\$2,500.00
	This service does not include trunks or lines to deliver the voice E-911 call.	

2. **Billing and Payment.** The non-recurring charge identified above shall apply on a state wide basis for establishing PS-ALI Service for Customer in the state covered by this Exhibit. Any back-billing limitations otherwise applicable to the Services shall not apply under this Agreement.

3. **Effective Date/Regulatory Filing and Review.** This Agreement, and any subsequent amendment(s), shall be filed with the Washington Utilities and Transportation Commission (Commission). This Agreement (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31st) calendar day after the date of such filing, unless the Agreement (or subsequent amendment) is rejected by the Commission prior to the expiration of thirty (30) calendar days following the date of such filing, or (b) on another date as determined by the Commission. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its lawful jurisdiction.

4. **Service or Term Period.** Customer shall purchase such Services for a period of sixty (60) consecutive months from the in-service date (the "Service Period"). The in-service date shall be the date, after the effective date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

5. **Termination of Services.** Customer may terminate the Services at any time by providing written notice to Verizon. The Services will be deemed terminated at the end of the next billing cycle following receipt by Verizon of the written notice from Customer. Upon termination, any outstanding charges, including any outstanding balance of any non-recurring charges, shall be due and payable in one lump sum within thirty (30) days of billing.

6. Additional Provisions

a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. **Service Continuation.** (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will

be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, notice may be by facsimile or electronic mail.

c. Detariffing. If the Services provided hereunder are subject to a filed tariff and if during the Service Period such Services become detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Incorporation of Rules and Regulations. The parties acknowledge that the Services are not provided by Verizon Northwest, Inc. pursuant to a service-specific tariff, and that the terms and conditions and the rights and liabilities of the parties as set forth in all applicable tariffs now or hereafter filed with the Washington Utilities and Transportation Commission (Commission) and the additional terms and conditions set forth in Section 11 of the Service Agreement therefore apply. In the event of a conflict between the terms of any such tariffs and this Agreement, the terms of this Agreement shall control to the extent permitted under applicable law.

e. Resale. Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

7. Locations of Service. The Services and charges set forth in this Exhibit are applicable to Customer at the following locations ("Locations of Service").

Location	Primary TN	Address(s)	TN ranges	Dial Tone Service Provider	E-911 Database Provider
Mukilteo, WA 98275	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	Verizon

